

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

CASE NO.

AMBER ROMANDO,

Plaintiff,

v.

BLITT & GAINES, PC, and  
NATIONAL CREDIT ADJUSTERS, LLC,

Defendants.

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**COMPLAINT AND DEMAND FOR JURY TRIAL**

**NATURE OF ACTION**

1. This is an action brought under the federal Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*

**JURISDICTION AND VENUE**

2. This Court has jurisdiction under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.

3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where the acts and transactions giving rise to Plaintiff’s action occurred in this district, where Plaintiff resides in this district, and where Defendants transact business in this district.

**PARTIES**

4. Plaintiff, Amber Romando (“Plaintiff”), is a natural person who at all relevant times resided in the State of Illinois, County of DuPage, and City of Addison.

5. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

6. Defendant, Blitt & Gaines, PC, (“Blitt”), is an entity which at all relevant times was engaged, by use of the mails and telephone, in the business of attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

7. Blitt is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

8. Defendant, National Credit Adjusters, LLC (“NCA”), is an entity that acquires debt in default merely for collection purposes, and who at all relevant times was engaged in the business of attempting to collect a debt from Plaintiff.

9. NCA is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

### **FACTUAL ALLEGATIONS**

10. Plaintiff is a natural person obligated, or allegedly obligated, to pay a debt owed or due, or asserted to be owed or due a creditor other than Blitt.

11. Plaintiff’s obligation, or alleged obligation, owed or due, or asserted to be owed or due a creditor other than Blitt, arises from a transaction in which the money, property, insurance, or services that are the subject of the transaction were incurred primarily for personal, family, or household purposes – namely a personal credit card.

12. Blitt uses instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of any debts, and/or regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due another.

13. NCA purchases debts once owed or once due, or asserted to be once owed or once due a creditor.

14. NCA acquired Plaintiff’s debt once owed or once due, or asserted to be once owed or once due a creditor, when the debt was in default.

15. NCA is thoroughly enmeshed in the debt collection business, and NCA is a significant participant in Blitt's debt collection process.

16. In connection with the collection of an alleged debt in default, Blitt filed a lawsuit on behalf of NCA against Plaintiff on December 23, 2011 in the Circuit Court of Cook County, Illinois, Municipal Department, case number 2011-M1-181842.

17. At the time the lawsuit was filed, Plaintiff resided in DuPage County, Illinois.

18. Plaintiff did not sign any contract allegedly sued upon in Cook County, Illinois.

19. Therefore, Blitt, itself and on behalf of NCA, brought a legal action against Plaintiff on a debt in a judicial district other than the judicial district where Plaintiff signed the contract sued upon, or the judicial district in which Plaintiff resided at the commencement of the action.

**COUNT I**  
**VIOLATION OF 15 U.S.C. § 1692i(a)(2)**  
**BLITT**

20. Plaintiff repeats and re-alleges each and every factual allegation contained above.

21. Blitt violated 15 U.S.C. § 1692i(a)(2) by bringing a legal action against Plaintiff on a debt in a judicial district other than the judicial district where Plaintiff signed the contract sued upon or the judicial district in which Plaintiff resided at the commencement of the action.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Blitt violated 15 U.S.C. § 1692i(a)(2);
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A), in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff's reasonable attorneys' fees and costs incurred in this action;

- e) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;
- f) Awarding such other and further relief as the Court may deem just and proper.

**COUNT II**  
**VIOLATION OF 15 U.S.C. § 1692i(a)(2)**  
**NCA**

22. Plaintiff repeats and re-alleges each and every factual allegation contained above.

23. Blitt violated 15 U.S.C. § 1692i(a)(2) by bringing a legal action against Plaintiff on a debt in a judicial district other than the judicial district where Plaintiff signed the contract sued upon or the judicial district in which Plaintiff resided at the commencement of the action.

24. NCA by virtue of its status as a “debt collector” under the FDCPA, is liable for actions of Blitt, the debt collector retained to collect an alleged debt from Plaintiff on its behalf.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that NCA violated 15 U.S.C. § 1692i(a)(2);
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. § 1692k(a)(2)(A), in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff’s reasonable attorneys’ fees and costs incurred in this action;
- e) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;
- f) Awarding such other and further relief as the Court may deem just and proper.

**TRIAL BY JURY**

25. Plaintiff is entitled to and hereby demands a trial by jury.

Respectfully submitted this 7th day of November, 2012.

Respectfully submitted,  
**AMBER ROMANDO**

By: /s/Alex D. Weisberg  
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